

ASSIGNMENT

This Assignment is made on August _____, 1995, BETWEEN the Assignor, SPECTRUM CONSTRUCTORS, INC. ("Spectrum"), located at 60 Route 46 East, Fairfield, New Jersey and the Assignee CONTOUR CONTRACTORS, INC. ("Contour"), located at 447 Route 10 (East) Suite 7, Randolph, New Jersey.

WHEREAS, the Assignor entered into a "subcontract agreement" on September 26, 1993, with K. Hovnanian at Newark Urban Renewal Corporation III, Inc. ("Hovnanian") for various site development work at Society Hill at University Heights III located at West Market and Norfolk Street, Newark, New Jersey (attached as Exhibit "A"), and

WHEREAS, Spectrum has previously agreed to an Amended Work Order under the subcontract agreement to provide various additional or different site development work for the completion of the site with amended product (attached as Exhibit B) and

WHEREAS, Spectrum and Hovnanian agree that the original subcontract agreement has been satisfied, and any remaining work to be performed under the original subcontract agreement is directly due to the Amended Work Order and

WHEREAS, Spectrum which is in the process of being liquidated, has determined that it does not desire to complete the work provided for in the aforementioned subcontract agreement as it has been amended by the Amended Work Order, and

WHEREAS, Spectrum wishes to assign the aforementioned amended subcontract agreement to Contour and

WHEREAS, Contour, is willing to accept, an assignment of the amended subcontract agreement, and is willing to complete the balance of the work provided for in same under the terms and conditions contained herein.

THEREFORE, it is on this _____ day of August, 1995, for consideration of the sum of \$1.00 and other good and valuable consideration, agreed by the parties, as follows:

1. **Assignment.** Spectrum hereby transfers and assigns all of its rights, title and interest in the subcontract agreement and Amended Work Order attached as Exhibit "A" and "B" respectfully to Contour.

2. **Consideration.** Contour shall pay Spectrum \$1.00 for the Assignment of the subject agreement.

3. **Effective date of the Assignment.** This assignment shall take effect as of August 20, 1995. As of that date, Contour shall replace Spectrum as the sub-contractor on the amended subcontract agreement with Hovnanian and shall assume control and responsibility for the completion of the balance of the work provided for in that amended agreement and shall be entitled to payment from Hovnanian for any work performed or services rendered from that date forward to completion. Spectrum however shall be entitled to receive payment including retainage withheld, pursuant to the terms hereof, for all work performed up to August 20, 1995, the effective date of this assignment.

4. **Conditions of Assignment.** Contour agrees to accept the assignment of the amended subcontract agreement under the following conditions:

(a) All work provided for in the amended subcontract agreement, shall be performed by Contour after the effective date of this assignment in a good workmanship like manner, in accordance with industry standards and the terms and conditions contained in the subcontract agreement (Exhibit "A") and the amended work order (Exhibit "B") and any change orders or amendments

previously issued or executed or which may be issued or executed after the date hereof.

(b) Contour shall indemnify and hold Spectrum and its principals harmless from any and all claims and damages sustained from such claims, arising from the work performed after the effective date of this assignment, or failure to perform in accordance with the provisions of Exhibit "A", as it may be amended, after the effective date of this assignment.

(c) Contour has examined the subcontract agreement (Exhibit "A"), the Amended Work Order (Exhibit "B"), the summary of the value of work completed by Spectrum, the balance due Spectrum, the value of work assigned to Contour (Exhibit "C"), and the detailed summary of work completed by Spectrum (Exhibit "D"), as well as the project site; as relates to their contents, the status of the completed work and the balance of work required under the amended subcontract agreement, including but not limited to the Contract drawings showing Section C & E utilities installed by Spectrum and the remaining work to be completed by Contour (Exhibit "E"), and the Contract drawings showing Section C & E grading work performed by Spectrum and the remaining grading work to be completed by Contour (Exhibit "F").

Contour's decision to accept this assignment is based solely and exclusively on its own inspection, assessment and/or evaluation and not on any representation of Spectrum, Hovnanian or their principals or other agents.

(d) All prior discussions and/or arrangements, if any, with reference to this transaction, are incorporated into this agreement and the parties acknowledge that there are no other agreements between the parties, written or otherwise relating to this assignment or the documents or Exhibits mentioned herein.

(e) Spectrum and Contour shall individually and jointly indemnify and hold Hovnanian and its affiliated entities and their officers, directors and employees harmless from any and all claims of any type related to Exhibit "A" and "B" and any damages related in any way to claims against Hovnanian alleged by James Cavanaugh or any business entity with whom James Cavanaugh alleges to have any type of relationship. Said indemnification shall include reasonable attorneys fees. Spectrum's choice of counsel to defend Hovnanian shall be subject to Hovnanian's prior reasonable approval.

(f) All monies due Spectrum from Hovnanian, is set forth on Exhibit "G" hereto for work performed under Exhibit "A" before the effective date of this Assignment.

(g) Within 10 days of the date of this Agreement Spectrum shall deliver a maintenance bond to Hovnanian for all work it performed on Section C & E of Society Hill at University Heights before the effective date of this assignment. The surety and content of the maintenance bond shall be subject to Hovnanian's reasonable approval. The maintenance bond shall be for 10% of the total work completed by Spectrum for Section C & E in the agreed upon amount of \$39,000.00. The term of the maintenance bond shall be for 1 year. The form and substance of same shall be subject to Hovnanian's review and prior approval which shall not be unreasonably withheld.

(h) With reference to all work performed by Spectrum, all terms of Exhibit "A", including but not limited to those related to bonding, warranties, workmanship, etc. shall survive the execution hereof.

ATTEST:

SPECTRUM CONTRACTORS, INC. Assignor

BY:

ROBERT GAMBA, PRESIDENT

Sec.

CONTOUR CONTRACTORS, INC. Assignee

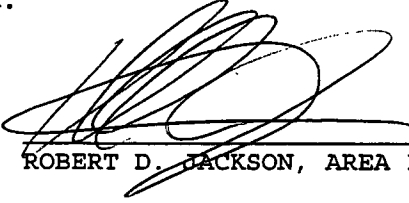
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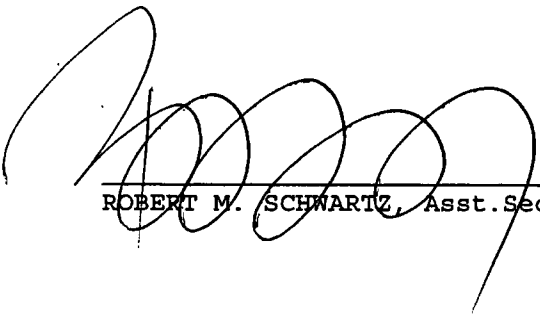

ROBERT SIERBINSKI, ~~PRESIDENT~~ VP 

Sec.

CONSENTED TO AND APPROVED BY K. HOVNANIAN
AT NEWARK URBAN RENEWAL CORPORATION III,
INC.

BY:


ROBERT D. JACKSON, AREA PRESIDENT


ROBERT M. SCHWARTZ, Asst. Secy.

RMS/das

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